

JEAN OAKASON

IBLA 78-132

Decided April 26, 1978

Appeal from decision of Utah State Office, Bureau of Land Management, rejecting in part oil and gas lease offer U-34384.

Reversed and remanded.

1. Oil and Gas Leases: Applications: Description—Oil and Gas Leases: Description of Land

Where an offer for an oil and gas lease describes lands in a section number followed by several aliquot parts and concludes with the words "(all available)," those words refer only to lands available within the aliquot parts and not to other aliquot parts of the section not specifically listed.

APPEARANCES: Jean Oakason, pro se.

OPINION BY ADMINISTRATIVE JUDGE RITVO

Jean Oakason has appealed from a decision of the Utah State Office, Bureau of Land Management, dated December 2, 1977, insofar as it rejected her noncompetitive oil and gas lease offer U-34384 as to three parcels on the ground that these lands are included in oil and gas lease U-28706.

Appellant contends that these three parcels were not included within U-28706 when it was filed and that her offer, which did encompass them, along with other lands was filed prior to the issuance of that lease and is entitled to priority over it as to them.

[1] Appellant's objections are well taken; thus, it was improper to reject her offer for the reason given.

The tracts in dispute are W 1/2 NE 1/4 NE 1/4 sec. 22, T. 33 S., R. 7 W., Salt Lake meridian, Utah; W 1/2 NE 1/4 SW 1/4 sec. 23, T. 33 S., R. 7 W., Salt Lake meridian, Utah; W 1/2 NE 1/4 SE 1/4 SE 1/4 sec. 27, Salt Lake meridian, Utah.

Offer U-28706 was filed on November 18, 1974. It requested the following land:

2. Land requested: State Utah County Iron  
T. 33 S: R. 7 W: SL meridian

Sec. 13: W 1/2 NW 1/4, SW 1/4;  
Sec. 22: W 1/2, W 1/2 E 1/2, S 1/2 SE 1/4 SE 1/4,  
W 1/2 NE 1/4 SE 1/4, W 1/2 E 1/2 NE 1/4 SE 1/4,  
W 1/2 E 1/2 NE 1/4 NE 1/4, E 1/2 NE 1/4 NE  
1/4 NE 1/4, W 1/2 SE 1/4 NE 1/4, W 1/2 E 1/2  
SE 1/4 NE 1/4; (ALL AVAILABLE)  
Sec. 23: W 1/2 NE 1/4, E 1/2 E 1/2 NW 1/4, SW 1/4  
NE 1/4 NW 1/4, NW 1/4 NW 1/4 NW 1/4, W 1/2  
SE 1/4 NW 1/4, W 1/2 NE 1/4 NW 1/4, S 1/2  
NE 1/4 NW 1/4 SW 1/4, E 1/2 SW 1/4 NW 1/4  
SW 1/4, SE 1/4 NW 1/4 SW 1/4, SW 1/4 SW 1/4;  
(ALL AVAILABLE)

Sec. 27: N 1/2 NE 1/4, W 1/2 NE 1/4, W 1/2, W 1/2  
SE 1/4, W 1/2 E 1/2 SE 1/4, W 1/2 NE 1/4  
SE 1/4, SE 1/4 SE 1/4 SE 1/4; (ALL  
AVAILABLE)

Total Area 1570 Acres

Appellant's offer U-34384, filed on August 26, 1976, described the following land:

Land requested: State Utah County Iron  
T. 33 S: R. 7 W: SL meridian

T 33 S, R 7 W, SLM  
Sec 13: W 1/2 W 1/2, E 1/2 SW 1/4  
Sec 22: W 1/2 NE 1/4 NE 1/4  
Sec 23: W 1/2 NE 1/4 SW 1/4, E 1/2 E 1/2  
Sec 27: W 1/2 NE 1/4 SE 1/4 SE 1/4  
Sec 33: NW 1/4  
Sec 34: E 1/2

The disputed tracts are not within the specific aliquot parts of the several sections described in U-28706. <sup>1/</sup>  
However, when the lease

<sup>1/</sup> We note that on plat dated November 27, 1974, it shows the three tracts as not being within the land applied by U-28706.

issued pursuant to that offer, effective August 1, 1977, it included them by specific descriptions among the lands leased.

No application to amend U-28706 was filed before (or after) U-34384 was filed. <sup>2/</sup> Therefore, as to these tracts, as the first qualified offer, the latter earned priority over the former.

The only question is whether the words "(All Available)" encompassed parts of the sections other than those listed.

The Board has held that a description such as "Sec. 25 All Available" covers all the land available for leasing within the section, Milan Papulak, 30 IBLA 77 (1977). It has taken the words "all available" as applying to the specific description it follows. Id. Here, however, the appellant described in great detail aliquot parts of the several sections and then appended the term "all available." In ordinary usage, such a juxtaposition would mean that the offeror is applying for all the land available within each of the aliquot parts listed, but not for all the lands available in the section as a whole. Consequently other lands in the section were not included within the offer.

If there is any ambiguity, it was created by U-28706, and not U-34384, and the former should suffer for it. It is not BLM's function to resolve ambiguities in descriptions. C. C. Hughes, 33 IBLA 237 (1977).

Therefore it was error to reject U-34384 for conflict with U-28706 as to the three parcels.

Accordingly, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision

---

<sup>2/</sup> However, an application for assignment filed on October 31, 1975, concerning 40 leases or offers to lease, including U-28706, and described each of three disputed tracts, along with the other land in U-28706.

of the State Office is reversed and the case remanded for further proceedings consistent with this decision.

---

Martin Ritvo  
Administrative Judge

We concur.

---

Edward W. Stuebing  
Administrative Judge

---

Douglas E. Henriques  
Administrative Judge

